



February 23, 2006

TO: Transportation Authority of Marin Commissioners

FROM: Dianne Steinhauser, Executive Director

RE: Professional Services Contract with Gail Papworth for Human Resource Consulting,
Agenda Item 5c

Dear Commissioners:

Executive Summary

At the December 2005 TAM Board meeting, the TAM Board approved the salary levels and authorized the hiring of two critical staff positions within TAM: a Finance Manager and a Clerk/Executive Assistant. These positions fill two critical workload needs within TAM for the upcoming Fiscal Year 2006-07. The recruitment process necessary for bringing these two critical staff positions onboard cannot be managed by the existing TAM staff team. Support is being sought from an existing TAM consultant uniquely qualified for assisting in these tasks, Gail Papworth of Papworth Consulting. Gail was hired under a previous TAM contract to develop a benefit suite for TAM. Gail will also be providing additional administrative support as TAM continues in its efforts to get up and running. **Recommendation: The Board approve a contract with Gail Papworth for an amount of \$22,000 to assist in the hiring of up to 5 staffpersons, and provide other administrative support as needed.**

The recruitment of up to 5 staff positions at TAM cannot be accomplished by existing TAM staff, nor is it a directed task under TAM's Nolte support contract. This recruitment will involve an extensive amount of effort including finalizing job specifications, developing an advertisement, collecting resumes, screening candidates for eligibility, setting up an interview panel, conducting interviews, and finalizing a contract with the successful candidate. It is recommended that TAM engage a consultant uniquely qualified for carrying out this work, Gail Papworth of Papworth Consulting. Gail has proven invaluable in carrying out previous TAM work, specifically the development of a benefit suite package and salary survey work for upcoming TAM positions. Along with recruitment activity, Gail will provide support to the Exec Director in negotiating and finalizing a contract for additional hires through Local/ Regional Government Services, LGS/RGS, and will provide other administrative and support functions to TAM as needed.

Attachment: Papworth Contract

**TRANSPORTATION AUTHORITY OF MARIN
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this February 23, 2006 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and Gail Papworth, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, TAM desires to retain a person or firm to provide the following services: Human Resource Consulting; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES:

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

4. MAXIMUM COST TO TAM:

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of \$22,000, including direct non-salary expenses.

5. PAYMENT:

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by TAM of an invoice covering the service(s) rendered.

The source of funding by the TAM for this work shall be: 95i-TAM-2533.

6. CONTRACT PERFORMANCE TIME:

All the work required by this Contract shall be completed and ready for acceptance no later than December 31, 2006.

7. INSURANCE:

The Contractor shall maintain a commercial general liability insurance policy in the amount of One Million Dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless TAM specifically consents to a "claims made" basis. The TAM shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to TAM prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to TAM of any termination or reduction in coverage.

By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on **Exhibit "C"** attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM harmless and defend the TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

8. WORKERS' COMPENSATION:

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to TAM prior to commencement of work.

By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

9. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

10. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein.

11. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

12. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

13. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option. Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any moneys erroneously charged. If TAM ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

14. TIME OF AGREEMENT:

This Agreement shall commence on February 23, 2006 and shall terminate on December 31, 2006. Time is of the essence with respect to this Contract.

15. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

16. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

17. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

18. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

19. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

20. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

21. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold TAM harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may

incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

22. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

23. NOTICES:

This contract shall be managed and administered on TAM's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Dianne Steinhauser, Executive Director
TRANSPORTATION AUTHORITY OF MARIN
P.O. Box 4186
San Rafael, CA 94913-4186

Notices shall be given to Contractor at the following address:

Gail Papworth
2230 Santa Fe Drive
Santa Rosa, CA 95405

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

TRANSPORTATION AUTHORITY OF MARIN:

By: _____
Executive Director

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____

CONTRACTOR:

By: _____
Name: _____
Federal Tax I.D. #: _____
Telephone No.: _____

EXHIBIT "A"
SERVICES TO BE PROVIDED
BY CONTRACTOR

- A. Provide recruitment selection, and hiring processes for 5 positions.
- B. Provide additional human resources and administrative services as needed.
- C. Research, develop and provide recommendations for Personnel policies and procedures.
- D. Assist in development of contract/contact amendment with Local Government Services on hiring of staff.

EXHIBIT "B"
COMPENSATION OR FEES TO BE PAID
TO CONTRACTOR

Contractor shall submit monthly invoices for work to date, including reimbursable expenses, and will be compensated on the following basis:

Task	Hours	Hourly Rate	Total
A	210	\$85.00	17,850
B	20	\$85.00	2,380
C	28	\$85.00	850
D	10	\$85.00	850
<u>Reimbursable expenses</u>			<u>400</u>
Total			\$22,000

Reimbursable expenses include draft and report duplication, mileage, faxes, printing and binding expenses.